

PENDLETON COUNTY FISCAL COURT

August Term, August 24, 2010

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Judge Bertram, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include item 11A The Northern Pendleton Regional Sewer Project re-bid for RFQ's. Whereupon Squire Veirs made a motion to accept the agenda as amended, seconded by Squire Wells, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented the minutes from the August 10th, 2010 regular schedule meeting, whereupon Squire Wells made a motion, seconded by Squire Fogle that the minutes be approved as presented, motion carried.

In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, presented a written report for the month of July at the August 10, 2010 meeting, Squire Whaley made a motion to approve the treasurer's report as presented, seconded by Squire Veirs, motion carried.

In Re: Michele Hamilton Recognition

Judge Bertram presented Michele Hamilton with Outstanding Recognition for being chosen APCO's National Information Technologist of the Year for 2010.

Information Technologist of the Year



Michele Hamilton

<http://psc.apcointl.org/2010/08/02/apco-announces-2010-award-winners/>

8/17/2010

APCO Announces 2010 Award Winners | Public Safety Communications

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"Michele Hamilton's technical savvy and know-how were key to making our system work for both dispatch and the sheriff's department," says Michael E. Moore, director of Pendleton County (Ky.) 99-1-1 Dispatch. "She maintains computer systems and databases for every organization in the county, but especially the technology that the dispatch center utilizes. ... She is highly motivated to succeed and operates at a high energy level, continually looking for new and better ways to accomplish the mission."

For her technical expertise and leadership as information technology coordinator, Hamilton is APCO's 2010 Information Technologist of the Year. Since joining the agency two years ago, Hamilton has revolutionized computer technology in the comm center. She worked to advance the agency's GIS system, making the mapping system more usable and improving it by adding clickable features, fire district information and a parcel layer to help dispatchers identify property owners. She works to ensure the reliability of recording and database equipment, protecting the integrity of critical information. She has also created a secure secondary server for 9-1-1 files.

To advance system security, she has upgraded virus software and firewalls. She educates personnel about password protection and Internet dangers, trying to address the human factor in security. She has also worked with the center's security company on remote video monitoring for the center. Moore says, "Hamilton is extremely thorough in her actions and is a powerful guardian of electronic data critical to the dispatch center's mission."



In Re: National Preparedness Proclamation

Judge Bertram presented Emergency Management Director, Mike Moore, with a Proclamation declaring September as National Preparedness Month.

Mike stated that he will be holding an open house on Saturday September 25th, 2010 at the Emergency Operations Center for the citizens of Pendleton County.



In Re: Presentation on Community Projects Scope of Work by Bill Mitchell

Bill Mitchell presented an update of Federal and State funded projects for which The Pendleton County Community Development Office has primary administrative and planning responsibilities. He updated the court in detail on each project on the list. This was informational only, no action taken.

**PENDLETON COUNTY SCOPE OF WORK
FY 2010**

Following is An Update of Federal and State Funded Projects For Which The Pendleton County Community Development Office Has Primary Administrative And Planning Responsibility. They Represent only Projects Funded Through The Acquisition Of Grants And Loans And Do Not Represent The Full Scope Of Work Of The Community Development Office.

COUNTYWIDE COLLABORATIONS WITH FALMOUTH AND BUTLER:

- Northern Pendleton Regional Waste Water Treatment Plant: \$ 1,025,000 KIA HB 608 Grant,
- Pendleton and East Pendleton Water Lines: \$ 450,000 KIA HB 608 Grant,
- Cedar Line Nature Trail and South Fork Nature Trail: \$ 38,267 National Recreational Trail Grant,
- Lake Williamstown Expansion Project; Army Corp Permit Process: \$ 548,378 KIA 2020 Grant,
- Falmouth / Pendleton / Grant / Williamstown Generator Purchase: \$ 500,000 State Hazard Mitigation Grant,
- Falmouth / Pendleton Generator Purchase: \$ 7,837 State ADF Funds,
- Falmouth / Pendleton / Grant / Williamstown Generator Purchase: \$ 125,000 State Flood Control Matching Grant,
- Falmouth FEMA Drainage Project: \$ 200,000 to \$ 375,000 State FEMA Grant,
- Court House Energy HVAC Conservation: \$ 135,000 Energy Conservation CDBG Grant,
- Pendleton County Public Library Relocation Project: \$ 500,000 CDBG Grant,

FALMOUTH:

- Northern Sewer Spur: \$ 611,898 KIA ARRA Grant and Loan,
- Oak Haven Sewer Spur: \$ 664,835 KIA Fund B loan,

BUTLER:

- Butler Sewer Extension for Lock Road: \$ 48,000 KIA 460N – 2007 Grant,

TOTAL GRANT AND LOAN FUNDING INVOLVED: \$ 5,029,215

IN PROGRESS PLANNING PROJECTS:

- Tourism Commission and Director,
- Pendleton County League of Women Voters,
- 2011 Pendleton County Community Forum; 2011 Scope Of Work,
- Pendleton County Volunteers in Leadership,

In Re: Approve County Courthouse Energy Grant MOA

Judge Bertram presented the court with a copy of the MOA for the Energy Grant for the County Courthouse. Squire Veirs made a motion to approve signing of the MOA, seconded by Squire Whaley, motion carried.

INTRODUCTION

THIS GRANT AGREEMENT, hereinafter "Agreement", is made and entered into this _____ day of _____, 2010 by and between Pendleton County Fiscal Court with an address of 233 Main Street, Room 4, Falmouth, Kentucky 41040, hereinafter "Recipient", and the Commonwealth of Kentucky, Department for Local Government with an address of 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601, hereinafter "DLG", for the sum of \$123,350.00.

WITNESSETH:

WHEREAS, on February 17, 2009, President Barack Obama signed into law the America Recovery and Reinvestment Act of 2009, Pub. L. 111-5, hereinafter "ARRA"; and

WHEREAS, ARRA funds are being provided for several purposes, including but not limited to: preserving and creating jobs and promoting economic recovery, assisting citizens most affected by the recession, investing in transportation, environmental protection, and other infrastructure and stabilizing state and local government budgets; and

WHEREAS, the Kentucky Energy and Environment Cabinet, hereinafter "EEC", has been awarded ARRA funds for energy projects including the Energy Efficiency and Conservation Block Grant Program, hereinafter "EECBG";

NOW THEREFORE, in consideration of the recitals set forth above and terms, covenants and conditions contained therein, the parties agree as follows:

TERMS OF AGREEMENT

A. This Agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Government Contract Review Committee. Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary. The Agreement shall continue in effect through June 30, 2012, unless terminated at an earlier date in accordance with the terms set forth herein. The terms of this Agreement may be renewed or extended upon mutual written agreement duly executed by the parties.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination. DLG may terminate this contract if funds are not appropriated to the Recipient or are not otherwise available for the purpose of making payments without incurring any obligation

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for payment after the date of termination, regardless of the terms of the contract. DLG shall provide the Recipient thirty (30) calendar days written notice of termination of the Agreement.

1. GENERAL PROVISIONS

A. Contents of Agreement

This Grant Agreement, shall consist of the following documents which are incorporated by reference as if fully set out herein: (1) the Grant Agreement and all exhibits to which this Grant Agreement refers; (2) the Application; (3) the Statement of Assurances; (4) all State and Federal Law requirements to which the Application and this Agreement refer or apply; (5) the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5; (6) any applicable administrative regulations and federal notices; and (7) any amendments or modifications to any of the above referenced requirements.

B. General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

- (1) "Application" means the Recipient's signed DLG Energy Efficiency and Conservation Block Grant application and such other required submittals.
- (2) "ARRA" means the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5
- (3) "DLG" means the Kentucky Department for Local Government, its Commissioner, or any other person to whom the Commissioner has delegated authority to act with respect to matters covered by this Agreement.
- (4) "Default" means any default set forth in Section 7(A) to this Agreement.
- (5) "EEC" means the Kentucky Energy and Environment Cabinet, its Secretary, or any other person to whom the Secretary has delegated authority to act with respect to matters covered by this Agreement.
- (6) "EECBG" means the Energy Efficiency and Conservation Block Grant Program that was instituted to assist public entities in implementing energy efficiency strategies to reduce fossil fuel emissions, reduce total energy use and improve energy efficiency.
- (7) "Eligible Costs" means costs for the activities specified in Exhibit A of this Agreement for which Grant funds are budgeted as specified in Exhibit B of this Agreement, provided that such costs conform to the requirements of Attachment B of Office of Management and Budget Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government) and Office of Management and Budget Circular A-122 (Cost Principles for Non-Profit Organizations) as may be amended from time to time.
- (8) "Environmental Conditions" means the condition imposed by law, and the provisions of the Agreement which prohibit or limit the commitment and use of Grant funds until certain procedural requirements have been completed.
- (9) "Nonprofit Organization" – any corporation, trust, foundation, or institution which is entitled to exemption under section 501 (c) of the Internal Revenue Code, or

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which is not organized for profit and no part of the net earnings of which inure to the benefit of any private shareholder or individual.

- (10) "Project" means the activities described in the Application and in Exhibits A and B of this Agreement, which are to be carried out to meet the objectives of the EECBG.
- (11) "Recipient Activities" means those activities of the Project to be carried out by the Recipient, its agent or agency, which activities are described in Exhibit A and B of this Agreement and further defined in the Application.
- (12) "Subrecipient" means the governmental or private nonprofit organizations chosen by the Recipient to undertake certain eligible EECBG activities identified as such in Exhibit A and/or B to this Agreement.
- (13) "Subrecipient Activities" means those activities of the Project to be carried out by the Subrecipient, its agent or agency, which activities are described in Exhibit B of this Agreement and further defined in the Application.

2. AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

A. Grant Assistance Provided

In consideration of the various obligations undertaken by the Recipient pursuant to this Agreement, DLG agrees, subject to the terms and conditions set forth herein, to provide the Recipient with grant funds.

B. Authorized Uses of Grant Funds

The grant funds provided to the Recipient pursuant to this Agreement shall be used only for the specific purposes described in Exhibit A of this Agreement and in the amounts budgeted in Exhibit B of this Agreement. Any request for alteration or change of the Recipient Activities must be submitted in writing to the Commissioner of DLG, as provided in Section 5 (c) of this Agreement.

C. Adjustments to Grant Funds

The amount of grant funds which DLG has agreed to provide to the Recipient under this Agreement has been determined by DLG in reliance upon the cost estimates of the Recipient with respect to the activities set forth in the Application. DLG reserves the right to reduce the grant amount (i) to conform to any revision to which the Recipient and DLG may agree with respect to Exhibits A or B of this Agreement or (ii) if the actual costs for activities are lower than those set forth in Exhibits A or B of this Agreement.

3. DISBURSEMENT OF GRANT FUNDS

A. Authorization

- (1) Prior to disbursement of grant funds, DLG must receive from the Recipient two (2) fully executed copies of this Agreement and approved evidentiary materials required by Exhibit C of this Agreement that would allow a draw of grant funds pursuant to the terms of Exhibits A and B of this Agreement.

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- (2) The Recipient is authorized to draw grant funds only in accordance with the provisions of this Agreement and the procedures established by DLG. No payment by DLG of an improper or unauthorized draw to the Recipient shall constitute a waiver of the right of DLG to challenge the validity of said draw, to enforce all rights and remedies set forth in the Agreement, or take corrective or remedial administrative action, which action may include, without limitation, suspension or termination of the Recipient's funding under this Agreement.
- (3) The disposition of any grant funds that remain available following completion of the Project, termination of this Agreement by DLG, or termination of the Project for any cause, shall be in accordance with closeout procedures then in effect or established by DLG including provisions of OMB Circular A-133, and the Recipient shall not have any rights to such Grant funds.

B. Incurring Costs for Project Activities

- (1) The Recipient shall use its own procurement procedures that reflect applicable federal, state and local laws for all purchases of goods or services related to the Project.
- (2) The use of grant funds is conditioned upon the Recipient incurring costs to be paid in accordance with this Agreement or as otherwise approved by DLG in writing.
- (3) The authorization to incur costs in Section 3(A)(1) above is not an authorization to reimburse those costs and does not mean or imply that such costs will be reimbursed out of grant funds. The Recipient may voluntarily, at his or her own risk, and upon his or her own credit and expense, incur costs as authorized in subsection (1) above, but his or her authority to reimburse or to be reimbursed out of grant funds shall be governed by the provisions of this Agreement applicable to the payment of costs and the release of funds by DLG.

C. Authorization by DLG for the Recipient to Draw Grant Funds

Recipient's draw of grant funds can occur only after the following has occurred:

- (1) DLG has received and approved the required evidentiary materials and certified and specified in conditions precedent in Exhibit C of the Agreement.
- (2) No default has occurred as defined in 7 (a).
- (3) Recipient completed a Request for Disbursement form provided by DLG which shall include the Recipient DUNS number or the Recipient organization name and a zip code plus four (+4) for the Recipient headquarters.

4. ARRA STANDARD TERMS AND CONDITIONS

The Recipient specifically agrees to comply with each of the terms and conditions contained herein.

The Recipient understands and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from the federal government and the Commonwealth of Kentucky. Accordingly, the Recipient specifically agrees that both it and any subrecipients/contractors will comply with all such requirements during the contract period.

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A. Availability of Funding

Recipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended or the termination date has passed.

B. Buy American Requirement

Recipient agrees that in accordance with ARRA, Section 1605, neither Recipient nor its subrecipients/contractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements unless the Secretary finds that: 1) the requirement is inconsistent with public interest, 2) those goods are not reasonably available or produced in sufficient quantity in the U.S., 3) the use of the goods will increase the project cost by more than 25 percent. The Recipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

C. Conflicting Requirements

Recipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky requirements, the ARRA requirements shall control.

D. False Claims Act

Recipient agrees that it shall promptly refer to an appropriate federal inspector general when any credible evidence that a principal, employee, agent, Recipient, contractor or other person has committed a false claim under the False Claims Act (U.S.C. §§ 3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

E. Enforceability

Recipient agrees that if the Recipient or one of its subrecipients/contractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, DLG may withhold or suspend, in whole or in part, funds awarded under the program, or recover misapplied funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

F. Job Posting Requirement

Recipient/Subrecipients/contractors who receive ARRA funded contracts are required to post jobs created as a result of stimulus funds on the Commonwealth of Kentucky Job Bank at: <https://e3.ky.gov/>.

G. Prohibition on Use of ARRA Funds

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Recipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or similar projects.

H. Reporting Requirements

- (1) Monthly - To facilitate DLG's compliance with the ARRA reporting requirements, the Recipient agrees to provide the required information in a form specified by DLG no later than the close of business on the 15th of each month. The Recipient shall submit the required reports for every month until the project is closed out. The Recipient's monthly report must contain the information outlined below from Recipient:
 - a. An estimate of the number and description of jobs created and number of jobs retained as a result of the award of ARRA funds during the reporting period; and
 - b. A brief description of the types of jobs created.
 - c. Is the Recipient following a plan? If not, describe the change in approach
 - d. Accomplishments, results and findings
 - e. Any problems or delays
 - f. Expectations for next month
 - g. Other comments

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

- (2) Special Status Report – If Recipient/Subrecipient/Contractor finds a significant favorable development, delay, or adverse condition, the Recipient shall email DLG to report development. Such developments shall include fatalities or injuries, significant permit violations, notice of violations of any environmental health or safety rules, significant process or hazard control incident, significant schedule slippage or cost increase, damage in government-owned equipment over \$50,000.00 or open records request/freedom of information act request.
- (3) Annual Reports – Recipient shall submit an annual report to DLG by the last day of the fiscal year (July 7th). This report shall summarize the status and implementation of energy efficiency and conservation and provide energy efficiency from this project thus far.

I. Segregation of Funds

Recipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be commingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

J. Subrecipient/Contractor Requirements

Recipient agrees that it shall include and shall require any of its subrecipients/contractors to include these standard terms and conditions, including this requirement, in any of its sub-grants and contracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

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K. Whistleblower Protection

Recipient agrees that both it and its subrecipients/contractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Recipients of ARRA funds, including the Commonwealth of Kentucky, and all contractors and grantees of the Commonwealth of Kentucky, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Recipient agrees that it and its subrecipients/contractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

L. Signage

Recipient agrees to include, and to require its subrecipients/contractors to display signage in a conspicuous place. A model sign is available for download from DLG's website under the Office of State Grants, EECBG section at the following link: <http://www.dlg.ky.gov/downloads>.

5. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

A. Recipient's Representations and Warranties

The Recipient has, by and through consultations among all appropriate members of the Recipient's governing body and its officers, examined each of the following and by its execution of this Agreement the Recipient does, upon information and belief, represent and warrant to DLG that:

- (1) The Recipient is duly organized and validly existing under the laws of the Commonwealth of Kentucky, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.
- (2) A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient.
- (3) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement.
- (4) The representations, statements, and other matters contained in the Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event which would require any amendment to the

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Application (other than an amendment which has been filed with and approved by DLG) which would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact, which should have been, and has not been, reported in the Application as material information.

- (5) The Recipient has obtained or has reasonable assurances that it will obtain all Federal, State and local government approvals and reviews required by law to be obtained by the Recipient for the Project.
- (6) Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.
- (7) Except for approved eligible administrative and personnel costs, none of the Recipient's designees, agents, members, officers, employees, consultants or members of its governing body in which the program is situated, and no other public official of the Recipients of such locality or localities who exercises or who has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the project or in any activity, or benefit there from, which is part of this project at anytime during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to DLG and DLG has approved such exception.
- (8) Conflicts of Interest - The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in KRS 90.350(8); KRS 61.252(1); KRS 65.003; and the local community ethics code. This Conflict of Interest provision shall be in addition to A-110, KRS 45A.340, KRS 61.210, KRS 61.220 and KRS 61.250 et. seq.
- (9) When submitting monitoring reports to DLG, the Recipient shall use only the reporting form provided by DLG.

B. Obligation to Complete Recipient Activities and Expend All Funds

- (1) The Recipient shall use its best efforts to assure the completion of the Recipient Activities described in Exhibit A of the Agreement and further defined in the Application.
- (2) The Recipient agrees that the foregoing undertaking and assurance means that Recipient shall, to the maximum extent permitted by law, use and apply all of its governmental and proprietary powers for such completion, including but not limited to those powers governing taxes, other revenues, credit, eminent domain and appropriations, if necessary, for the purpose of providing any shortfall between funds available under the grant and funds necessary to complete all of the Recipient Activities described in Exhibit A of this Agreement.
- (3) Recipient agrees that it will expend all EECBG funds by no later than June 30, 2012, unless an earlier date is specified in Exhibit A.

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C. DLG Approval of Amendments

DLG defines a program amendment as a request for change in an approved program which (1) is a new activity in the program; (2) significantly alters the scope, location, or objective of the approved activities or beneficiaries; and/or (3) results in a change or cumulative changes of the approved budget. Any request for alteration or change of the Recipient Activities must be submitted in writing to the Commissioner of DLG. DLG will notify Recipient in writing of the Commissioner's decision to approve/disapprove the requested program amendment.

D. Notification and Action upon Default

- (1) The Recipient shall promptly give written notice to DLG upon the discovery by the Recipient of any default involving any Subrecipient or Contractor, as defined in Section 7-A of this Agreement.
- (2) The Recipient shall promptly and vigorously pursue, to the fullest extent possible, all remedies available to Recipient to remove or cure such default, or to seek redress or relief from its effects, including reimbursement for any grant funds expended on the Project, and to prevent or mitigate any adverse effects on the Project. Recipient shall keep DLG fully informed as to the status of such actions.

6. INSPECTION AND REVIEW

A. Duty to Maintain and Rights to Inspect and Copy Books, Records and Documents

- (1) The Recipient agrees that DLG, EEC, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, emails, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, emails, papers, records, or other evidence provided to DLG, EEC, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission which is directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency were providing the services.
- (2) The Recipient shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the EECBG Program, and as may be reasonably necessary to reflect and fully disclose the amount and disposition of the Grant funds, the total cost of the activities paid for in whole or in part with Grant funds, and the amount and nature of all investments relative to such activities which are supplied or to be supplied by other sources.
- (3) All such books, records and other documents shall be available at the office of the Recipient for inspection, copying, audit and examination at all reasonable

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times by any duly authorized representative of DLG, EEC and the Inspector General of the United States.

B. Site Visits

Any duly authorized representative of DLG shall, at all reasonable times, have access to all portions of the Project until completion of all closeout procedures and final settlement and conclusion of all issues arising from this grant.

C. Reports

The Recipient shall promptly furnish to DLG all reports required to be filed in accordance with any directives of DLG or any statute, rule or regulation.

D. Records Retention

Recipient shall keep all books, documentation, emails, papers, records or other evidence pertinent to this MOA and Project for a period of three (3) years after the project has been closed out pursuant to section 9-L.

7. DEFAULTS AND REMEDIES

A. Defaults

A Default shall consist of any use of grant funds for any purpose other than as authorized in Exhibits A and B of this Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Recipient made in the Agreement; (ii) the Recipient made in any agreement entered into between the Recipient and any Subrecipient relating to the Project; (iii) any Subrecipient made in any agreement specified in Exhibit C of this Agreement, or; (iv) of the time frame specified in Exhibit A of the Agreement.

If the Recipient or any of its subcontractors or Subrecipients fail to comply with any applicable federal and state requirements governing the use of ARRA funds, DLG or another agency of the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the ARRA program or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal hereof.

B. Remedies Upon Default

- (1) Upon occurrence of any Default as described in Section 7-A, DLG may suspend the Recipient's authority to draw grant funds at any time by notice to the Recipient. If a default is not cured within thirty (30) consecutive days from notice of such Default by DLG to the Recipient, DLG may continue such suspension or by delivery of notice terminate this Agreement. In the event of a termination, the Recipient's authority to draw grant funds shall have terminated at the date of the notice of termination and the Recipient shall have no right, title or interest in or to any grant funds remaining.
- (2) In addition to any other rights or remedies, if a Default consists of the Recipient's failure to submit the evidentiary materials described in Exhibit C of this Agreement or in other official written notification, DLG shall have the right to terminate this Agreement and the award of grant funds to which this Agreement relates by delivery of written notice to the Recipient. Upon such termination, all

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obligations of DLG pursuant to this Agreement and such award shall cease and the Recipient shall neither have nor retain any rights whatsoever with respect to the grant funds provided under this Agreement.

- (3) The rights and remedies of DLG shall be deemed to be cumulative and shall be in addition to all those rights afforded DLG by law or equity. Any election of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.
- (4) The rights and remedies available to DLG in the event of a suspension or termination of the Agreement shall survive such suspension or termination.

8. EVIDENTIARY MATERIALS

A. Commitments of Subrecipients

- (1) In selecting the Recipient for the award of this grant, DLG has relied, in material part, upon the representations of Recipient that it (a) will carry out certain activities connected with the Project; (b) will complete those activities; (c) has or will have, the financial capability to assure the carrying out of the activities to the completion; and (d) will invest, or cause to be invested, a specific value amount in the Project.
- (2) Evidentiary materials submitted by the Recipient as Exhibit C which have been submitted to and approved by DLG shall not be amended in any material respect without prior written approval of DLG.

B. Form of Documentary Evidence

All documentary evidence of commitments submitted to DLG for approval shall be in the form of either (1) a duplicate original, or (2) a photographic copy of the fully executed original of the documents.

9. MISCELLANEOUS

A. Notice

- (1) All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.
- (2) Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this Agreement shall be filed in the Franklin Circuit Court or the United States Eastern District of Kentucky, whichever jurisdiction will apply.
- (3) Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by registered, certified or first class mail, to be delivered only to the office of the addressee, addressed as follows:

- (a) Communications to DLG shall also be mailed to: Office of State Grants, Attn. Harry Carver, Department for Local Government, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601 or harry.carver@ky.gov.

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Pendleton County Fiscal Court

- (b) Communications to the Recipient shall be addressed to the Recipient as follows: Hon. Henry Bertram, 233 Main Street, Room 4, Falmouth, Kentucky 41040, or such other address or representative as may be furnished by the Recipient to DLG.

- (4) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party.

B. Assignment

No right, benefit, or advantage inuring to the Recipient under this Agreement and no burden imposed on the Recipient hereunder may be assigned without the prior written approval of DLG. An authorization by DLG for the transfer of Grant funds by Recipient to a Subrecipient shall not be deemed an authorization for an assignment, and such Subrecipient shall not succeed to any rights, benefits or advantages of the Recipient hereunder.

C. Successors Bound

This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Recipient's successors.

D. Remedies Not Impaired

No delay or omission of DLG in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any Default, or an acquiescence therein.

E. Cumulative Remedies

All rights and remedies of DLG under this Agreement shall be cumulative.

F. Severability

If any article, subsection, clause or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

G. Entire Agreement

This Agreement, as defined in Section 1 (a) herein, constitutes the entire agreement between DLG and the Recipient and supersedes all prior oral and written agreements between the parties hereto with respect to the subject grant.

H. Table of Contents: Titles and Headings

Any table of contents and the headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

I. Amendment of this Agreement

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This Agreement, or any part hereof, may be amended as previously described in Section 6-C. Such amendment shall be effective only upon mutual written agreement duly executed by both parties.

J. Governing Law

This Agreement as it may affect the rights, remedies, duties, and obligations of the DLG shall be governed by and construed in accordance with Federal and State law. Insofar as Federal law does not apply, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

K. Waiver by DLG

DLG reserves and shall have the exclusive right to waive, at the sole discretion of DLG, and to the extent permitted by law, any requirement or provision under this Agreement. No act by or on behalf of DLG shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by DLG, and expressly stated to constitute such waiver.

L. Termination of Agreement

This Agreement shall terminate upon the completion of all closeout procedures respecting this grant including provisions of the Single Audit Act, OMB Circular A-133 and the final settlement and conclusion between Recipient and DLG of all issues arising out of this grant. DLG, EEC or Recipient may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice. This notice, if tendered by DLG, may also include the notice to cure provided for in Section 7(B)(1). Upon termination of the Agreement pursuant to this provision, the Recipient shall have no right to Grant funds remaining to be disbursed. This provision shall in no way impair and shall be in addition to any additional remedies DLG may have upon a finding of Default or other non-compliance according to the terms of this Agreement. Upon termination of this Agreement by either party with or without cause, DLG may declare this Agreement void from the beginning without further obligation to the Recipient. Further, if the Agreement is terminated by the Recipient with or without cause or by DLG with cause, DLG may recover all grant funds paid to the Recipient hereunder.

EXECUTED BY THE PARTIES THIS ____ DAY OF _____, 2010.

Department for
Local Government

Pendleton County Fiscal Court

Tony Wilder
Commissioner

Hon. Henry Bertram
Pendleton County Fiscal Court

Examined as to form and legality:

Attorney – Department for
Local Government
EECBG

Attorney - Pendleton County Fiscal Court
Pendleton County Fiscal Court

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EXHIBIT A

DESCRIPTION OF RECIPIENT ACTIVITIES

Rider to Section 1-B (21). "Recipient Activities" for this Project shall consist of the following:

- 1) The Recipient agrees to perform activities as stated in the EECBG Application and given preliminary approval as summarized below:
Install geothermal HVAC system, new lighting fixtures, new hot water heater and attic insulation to the Pendleton County Courthouse and associated engineering costs.
- 2) The Recipient will expend no EECBG funds to cover the administrative costs of the project.
- 3) The Recipient must provide assurance that Davis-Bacon and state wage rates will be incorporated into all construction contracts where they are applicable.
- 4) The Recipient will include in the bid document a requirement that the contractor erect a project sign according to EECBG specifications.
- 5) The Recipient will be responsible for monthly reports of their present activities, annual reports of what had happened through the past year and a closeout report.

PROJECT MILESTONES		
Milestones		Planned (number)
1	Draft & Execute MOA with Department for Local Government (DLG)	1
2	Finalize program milestones, targets and metrics	1
3	Install geothermal HVAC system	1
4	Install new lighting fixtures	1
5	Replace hot water heater	1
6	Install insulation in the attic	1
7	Report program results monthly to DLG [Report format provided herein]	12
8	Annual Report to DLG [Report format provided herein]	1
9	Prepare final report that includes a compilation of information and data to be submitted to DED	1

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PROJECT METRICS		
Job Creation/Retention	Hours worked in reporting period for direct jobs created	Hours
Job Creation/Retention	Hours worked in reporting period for direct jobs retained	Hours
Job Creation/Retention	Total hours in full-time work shift for reporting period (i.e. one full-time equivalent)	Hours
Building Retrofit	Square footage of building retrofitted	Sq. ft.
Building Retrofit	Number of buildings retrofitted	#
Energy Cost Savings	Annual reduction of energy costs	Dollars

EXHIBIT B

PROJECT BUDGET -- SUMMARY OF PROPOSED EXPENDITURES

BUDGET			
Categories	Federal / DLG Share	Recipient Cost Share	Total
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$123,350	\$15,210	\$138,560
Construction			
Administration			
Other			
TOTAL	\$123,350	\$15,210	\$138,560

EXHIBIT C

REQUIRED EVIDENTIARY MATERIALS

Recipient agrees that it has submitted or will submit the following evidentiary materials for the approval of DLG in the manner and form described by the applicable provisions of Section 8 of this Agreement:

- Request for Disbursement of Funds with required documentation
- Tear sheet(s) from advertisement of all public notices
- Copy of endorsement from e-Clearinghouse Review
- Evidence of commitment of all other funds are readily available:
 \$Amount____Source____
 \$Amount____Source____
 \$Amount____Source____
- Copy of Recipient's EECBG Statement of Assurances
- Authorized Signature form
- Programmatic Reporting Form(s)
-

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Pendleton County Fiscal Court

Judge Bertram presented the court with a copy of the Kentucky Energy Efficiency and Conservation Block Grant Statement of Assurances, Squire Wells made a motion to accept the Statement of Assurances as presented, seconded by Squire Fogle, motion carried.

**KENTUCKY ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT
STATEMENT OF ASSURANCES**

The applicant hereby assures and certifies that:

- 1) It possesses legal authority to apply for the grant, and to execute the proposed program, shall abide by all federal and state laws, executive orders and regulations, including, but not limited to, those items listed in this section.
- 2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- 3) It has complied with Executive Order 12372 and that either:
 - a) Any comments and recommendations made by or through the e-Clearinghouse are attached and have been considered prior to execution of the Memorandum of Agreement; or the required procedures have been followed and no comments or recommendations have been received; or
 - b) It will comply with regulations, policies, guidelines, and requirements of OMB Circular's Number A-87, A-122, A-128, A-133 and the "Common Rule," 24 CFR Part 85 as they relate to the application, acceptance, and use of Federal funds under this document.
- 4) It will comply with:
 - a) The provisions of the Davis-Bacon Act (40 U.S.C. § 276a-5) with respect to prevailing wage rates;
 - b) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their base wage rates for all hours worked in excess of forty in a work-week;
 - c) Federal Fair Labor Standards Act 29 U.S.C.S. 102/ et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
 - d) Anti-Kickback (Copeland) Act of 1934, 18 U.S.C.S. 874 and 40 U.S.C.S. 276c, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities; and
 - e) KRS 337, with respect to Kentucky Prevailing Wage Rates and labor standards.
- 5) It will comply with all requirements imposed by the State concerning special requirements of law, program, and other administrative requirements.
- 6) It will comply with:

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Statement of Assurances

- a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1) which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance
 - b) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.
 - c) The Equal Employment Opportunity Act of 1972 Section 504 of the Rehabilitation Act of 1973, The Vietnam Era Veterans Readjustment Act of 1974, The Age Discrimination Act of 1975, The Immigration Reform and Control Act of (IRCA) of 1986, The Civil Rights Restoration Act of 1987, The American with Disabilities Act of 1990, The Kentucky Civil Rights Act, KRS Chapter 344.015 (2) and 45 KAR 1:080 Section 1(7) and Section 2.
- 7) It will comply with the provisions of the Hatch Act that limits the political activity of employees.
- 8) The jurisdiction will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an ongoing drug-free awareness program to inform employees about
 - i) The dangers of drug abuse in the workplace;
 - ii) The grantee's policy of maintaining a drug-free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement in paragraph 8(a);
 - d) Notifying the employee in the statement required by paragraph 8(a) that as a condition of employment under the grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 8(d) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a
- EECBG -2- Statement of Assurances

- central point for the receipt of such notice. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph 4(b) with respect to any employee who is so convicted:
 - i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973 as amended; or
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (8) a-f.
- 9) Anti-lobbying. To the best of the jurisdiction's knowledge and belief:
- a) No Federal appropriated funds have been paid or will be paid by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instruction; and
 - c) It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 10) It will give the Commonwealth, Department of Energy and Inspector General, through any authorized representatives access to and the right to examine all records, books, papers or documents related to the grant.
- 11) Its chief executive officer or other officer of applicant approved by the State:
- a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified in 24 CFR Part 58 which furthers the purposes of NEPA insofar as the provisions of such Federal law apply to the Kentucky Energy Efficiency Block Grant Program; and
 - b) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

12) It will comply with:

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- a) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et. seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 468) Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1974 (16 U.S.C. 469a-1 et. seq.) by:
- i) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
 - ii) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- b) Executive Order 11988, Floodplain Management;
 - c) Executive Order 11990, Protection of Wetlands;
 - d) Section 202 (a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for identified special flood hazard areas;
 - e) The Endangered Species Act of 1973, as amended;
 - f) The Fish and Wildlife Coordination Act of 1958, as amended;
 - g) The Wild and Scenic Rivers Act of 1968, as amended;
 - h) The Safe Drinking Water Act of 1974, as amended;
 - i) The Clean Air Act of 1970, as amended;
 - j) The Federal Water Pollution Control Act of 1972, as amended;
 - k) The Clean Water Act of 1977; and
 - l) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976.
- 13) Compliance with ARRA. The jurisdiction will comply with Title XII of Division A of the American Recovery and Reinvestment Act of 2009.
- The applicant hereby certifies that it will comply with the above stated assurances.

Chief Executive Officer (signature)

Date

Name of Chief Executive Officer (printed)

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Statement of Assurances

In Re: Approve County Courthouse Energy Grant Consultant Contract

Judge Bertram presented the court with a proposal for consulting services from KLH Engineers to help with the design of the new heating system in the county courthouse. Squire Whaley made a motion to approve this proposal, seconded by Squire Veirs, motion carried.



PENDLETON COUNTY COURTHOUSE DESIGN BUILD NARRATIVE – HVAC IMPROVEMENTS DESIGN & SPECIFICATION STANDARDS August 13, 2010

OUTLINE SPECIFICATIONS DESIGN AND CONSTRUCTION GENERAL CONDITIONS

1. **Quality Assurance**
 - A. Provide a complete installation in conformance with the following standards:
 - KBC Kentucky Building Code
 - NEC National Electrical Code
 - SMACNA Sheet Metal and Air Conditioning Contractors National Association.
 - UL Underwriters Laboratories
 - ASHRAE American Society of Heating Refrigeration Air-Conditioning Engineers
2. **Permits, Fees, Inspections, Laws, And Regulations**
 - A. Permits and fees of every nature required in connection with this work shall be obtained and paid for by this contractor, who shall also pay for all the installation fees and similar charges. This includes utility tap and inspection fees and other charges incidental to scope of work described herein. Laws and regulations which bear upon or affect the various branches of this work shall be complied by this contractor and are hereby made a part of this contract. All work which such laws require to be inspected shall be submitted to the proper public official for inspection and a certificate of final approval must be furnished.
3. **Drawings and Design Documents**
 - A. Provide design drawings, complete with an embossed seal of a Engineer licensed in Kentucky, as required to achieve Building Permit and a Certificate of Occupancy for the work described in this scope outline.
 - B. The design and engineering of the building's mechanical, plumbing, electrical systems shall be the full responsibility of the successful contractor. All specific technical data, quantities, sizes and descriptions listed herein shall be revised, upgraded or increased at no change in price if required to comply with the performance parameters and/or Building Official's requirements and/or residency standards.
 - C. Furnish all design drawings in sufficient time to ensure a complete review, and re-submittal to the plan review department if necessary, in order to obtain a building permit.
 - D. Coordinate all matters relating to the physical location of all equipment, ductwork, grilles, registers, diffusers and any other devices. Coordinate all aspects of the design and installation.
 - E. Operation and Maintenance manuals and as-built drawings shall be provided for each unit. Operation and Maintenance manuals shall be provided to building Owner/engineer with all systems and equipment included.



4. Warranty

- A. This contractor shall warrant that all work under this section shall be free of defective work, materials and parts for a period of one year after acceptance of the work and shall repair, revise, and replace, at no cost to the Owner, any such defects occurring within the warranty period.

5. Errors and Omissions

- A. Contractor shall obtain a minimum of 1 million dollars insurance to cover errors and omissions related to design and construction.



OUTLINE SPECIFICATIONS
DESIGN AND CONSTRUCTION OF THE HVAC SYSTEM

1. **Scope of Work**
 - A. This outline describes the requirements of a Design / Build contract to provide a fully functioning, code compliant HVAC Geothermal system. The scope of work shall include all engineering (including all design calculations for component sizing and system selections), labor, materials, equipment, samples, shop drawings, testing, surveying, supplies, scaffolding, transportation, cranes, hoisting, structural steeling, excavation, supervision, temporary construction of every nature, insurance, permits, and all other services, facilities, and other things necessary for the full performance of the work, as shown, and/or implied by the schematic design narrative and as clarified herein. This work is to include but not be limited to design, engineering, coordination, furnishing and installing the following complete and operable systems:
 - B. Submit for General Contractor review, all shop drawings for materials and components furnished. Comply with all manufacturers' installation instructions.
 - C. Bidders are required to visit the site and familiarize themselves with the existing site and actual field conditions. A pre bid meeting will be held on site at a time and date determined by the owner.
 - D. Coordinate all electrical and plumbing requirements required to make the HVAC geothermal system fully functional.
 - E. Base bid work shall include an upgrade to the HVAC geothermal system on the first floor. However, the geothermal well system shall be design to accommodate the full heating and cooling capacity for the entire building.
 - F. Alternate work shall include the complete removal and replacement of the existing rooftop unit that services the second floor court room. Pricing shall be provided as a separate line item labeled alternate.
2. **Design Criteria**
 - A. The building shall be designed in accordance with the following outdoor air conditions.

Summer dry/Wet bulb;	03/74	degrees F
Winter dry bulb;	5	degrees F
 - B. The building shall be designed in accordance with the following indoor conditions.

	Summer	Winter
Common Spaces	74 F	72 F
 - C. Building load calculations shall be based on the existing building envelope.

Energy Efficiency Design Build Narrative_DRAFT-2 3 of 4



3. **Description of System Plant**
 - A. The building shall be served by a geothermal well system that will be utilized as the heating and cooling plant. The location of the wells shall be determined by the contractor.
 - B. Individual heat pumps shall serve each of the spaces providing strict zone control. The OA Intake shall be capable of code required minimum as well as 100% economizer. The building temperature will be controlled by zones. Each office shall be zoned separately.
 - C. All air distribution systems shall be fully ducted supply with externally wrapped 1 1/2" insulation and fully ducted return.
4. **Air System**
 - A. All Air systems shall be completely balanced by a certified independent balancing contractor prior to owner occupancy and a certified balance report shall be submitted to the Owner/Architect for approval.
5. **Exhaust/ Ventilation Systems**
 - A. Exhaust systems shall be provided for all spaces which require exhaust per code. Exhaust fans shall be located a minimum of 25'-0" from any intake opening.
6. **Temperature Control System**
 - A. The temperature control of the geothermal pumps and heat pumps shall be stand alone.
7. **Electrical Scope**
 - A. This contractor shall provide all electrical work to provide a complete and fully functional HVAC system.
 - B. The entire electrical system shall adhere to applicable codes including: NFPA and NEC
2. **Basic Electrical Requirements**
 - A. All materials and methods shall be in accordance with applicable codes, regulations and/or ordinances and meet the approval of local inspection authority having jurisdiction. The latest edition of the National Electrical Code shall be the minimum requirement for all work. Provide electrical components which are UL (Underwriters Laboratories) listed and labeled for their specific application. All materials and equipment shall be new. All electrical work installed in finished areas shall be concealed. Workmanship throughout shall conform to the standards of best practice.

Energy Efficiency Design Build Narrative_DRAFT-2 4 of 4



August 12, 2010

Mr. Bill Mitchell
Pendleton County
Director of Community and Economic Development
136 West Shelby Street
Falmouth, KY 41040

RE: Pendleton County Court House
HVAC Improvements

Dear Mr. Mitchell:

Thank you for the opportunity to submit this proposal for consulting services. It is our intention to provide our services in the lump sum fee of \$1000.00. The services provided with this fee include:

1. KLH will meet to discuss the owner's requirements for the project.
2. KLH will work directly with the owner to develop a design build narrative for the referenced project.
3. KLH will attend a pre bid meeting to answer questions about the project.
4. KLH will work directly with the owner to review the submitted bids for equity and quality.

At the owner's discretion KLH will provide additional services billed at a rate of \$100.00 per hour.

We appreciate this opportunity to serve you and the needs of your client. Please feel free to call if you require any additional information or would like to discuss this proposal.

Respectfully,

KOHR'S LONNEMANN HEIL ENGINEERS, PSC

Chris Zerhusen, CxA, CEM, CPMP
Commissioning Services Provider

Client Project # _____

If this proposal is acceptable, please date and sign below and return one copy to us for our files.

Name

Date

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In Re: Re issue a call for RFQ's associated with the Northern Pendleton Regional Sewer Project

Judge Bertram presented a letter to be sent to Tetra Tech Inc, regarding the re-issue for RFQ's associated with the Northern Pendleton Regional Sewer Project, including the City of Butler. Squire Whaley made a motion to approve the sending of this letter, seconded by Squire Veirs, motion carried.

August 25, 2010

Mark Ralph, P.E.
Tetra Tech Inc.
800 Corporate Drive, Suite 200
Lexington, KY 40503

Dear Mr. Ralph:

This is to inform you that the Pendleton County Fiscal Court hereby rejects all "Requests for Qualifications" (RFQ) associated with the Northern Pendleton Regional Sewer Plant Project and authorizes me to re-issue a call for RFQs this week.

The scope of this project, as advertised in the original RFQ, has changed significantly. As you will recall, the original RFQ requested credentials from firms for the planning and design of a regional sewer plant as well as assistance in conducting locational analysis to determine the proper location for this regional plant. From numerous conversations and planning consultation with the Kentucky Division of Water (DOW) in the months since Pendleton County concluded the interview phase of procurement, we have become convinced that a single, centralized regional approach to sewer treatment in the northern portion of the county is no longer viable and that a multiple method approach including possible package plants, rehab of existing treatment facilities, the formation of cluster septic and small treatment facilities and the possibility of limited lagoon technology is a more appropriate approach to pursue.

In closing, to maintain the most open and transparent procurement process possible, leadership has elected to reject all responses and to re-advertise for RFQs. We appreciate the time and attention you have given to Pendleton County and we hope Tetra Tech with reapply under the updated project scope and criteria. I assure you that Pendleton County staff will forward you a copy of the RFQ statement promptly upon its completion. If you have questions regarding this process, please contact me at 859-654-4321 or Bill Mitchell of my staff at 859-654-4587.

Sincerely,

Henry Bertram, Judge Executive
Pendleton County Fiscal Court

C: Pendleton County Fiscal Court
Jeff Dean, Pendleton County Attorney
NKADD
Bill Mitchell, Pendleton County Community Development Office

After a lengthy discussion regarding the re-issuance of a call for RFQ's associated with the Northern Pendleton Regional Sewer Plant Project, Squire Whaley made a motion that due to the fact that the scope of the Northern Pendleton Regional Sewer Plant project has changed the Fiscal Court would like for Bill Mitchell to re-issue a call for RFQ's for sewer improvements in the Northern portion of the county, seconded by Squire Veirs, motion carried.

In Re: Acknowledge Special District Tax Rates

Judge Bertram presented the court with the tax rates for all special districts, excluding Kenton Fire Protection District which we have not yet received. Squire Viers made a motion acknowledging the tax rates, seconded by Squire Whaley, motion carried.

PENDLETON COUNTY FISCAL COURT AUGUST 24, 2010

RE: 2010 Real Estate and Tangible Tax Rates
2011 Motor Vehicle and Water Craft Tax Rates

(Motions to set the following rates for Taxing Districts – 2008 Rates)

TAXING DISTRICT	REAL ESTATE	TANGIBLES	MOTOR VEHICLE	WATERCRAFT
Pendleton County	15.6	15.6	15.6	15.6
MII/MR Tax District	2.3	2.5	2.5	2.5

(Motion to enter into minutes that the following taxing districts have set 2008 Tax Rates as follows)

Pendleton County Library	7.2	15.38	15.38	15.38
Pendleton County Health Department	5.8	5.8	5.8	5.8
Pendleton County Extension Service	4.67	8.44	2.45	2.45
Pendleton County Soil Conservation District	1.2	None	None	None
Kenton Fire Protection District				
Northern Pendleton Fire District	15.0	15.0	15.0	15.0
Ruth Court and Ashley Lane Taxing District	10.0	10.0	10.0	10.0
Pendleton County Ambulance Taxing Dist. Pendleton County Schools	10.0	10.0	10.0	10.0

(Rates are Per \$100 Assessment.)

In Re: Court Order Transfers

Judge Bertram presented and reviewed the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Fogle that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT
TUESDAY AUGUST 24, 2010
7:00 PM**

COURT ORDERED TRANSFERS

LG&A Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:
04-6105-447 Road and Bridge Materials \$11,113.00

Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:
09-5140-592 Maintenance & Repairs – Vehicles \$4,284.00

Transfer from (09-5140-567) Refunds to the following accounts:
09-5140-592 Maintenance & Repairs – Vehicles \$ 129.67

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims, whereupon a motion was made by Squire Whaley, seconded by Squire Veirs that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 08/24/2010 To: 08/24/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5155 Vendor OFFCEDEPO OFFICE DEPOT Voucher Date 08/24/2010						
02-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	520984640001	421469	JUDGES OFFICE SUPPLIES	74.95
02-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	529188834001-1886140	421463	JUDGES OFFICE SUPPLIES	82.54
02-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	525086328-001	782939	JUDGES OFFICE SUPPLIES	46.92
		Printed On Check 012906			Voucher Totals	204.41
Voucher No. 02-5156 Vendor CONRAD CONRAD HARDWARE AND FURNITURE Voucher Date 08/24/2010						
02-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	432129	782941	2 KEYS MADE	2.74
02-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	432137	421348	KEY	1.37
		Printed On Check 012907			Voucher Totals	4.11
Voucher No. 02-5157 Vendor MODERN LEA MODERN LEASING Voucher Date 08/24/2010						
02-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739640573	173659	COPIER LEASE JUDGES OFFICE	507.70
		Printed On Check 012908			Voucher Totals	507.70
Voucher No. 02-5158 Vendor POST OFFIC U S POST OFFICE Voucher Date 08/24/2010						
02-0124	01-5001-583-	CO. JUDGE/EXEC., POSTAGE		173668	400 STAMPS @ .44	176.00
		Printed On Check 012909			Voucher Totals	176.00
Voucher No. 02-5159 Vendor PEOPLES TR PEOPLES TROPHIES & AWARDS Voucher Date 08/24/2010						
02-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	360	173663	NAME PLATES & HOLDERS FOR FISCAL COURT	154.00
		Printed On Check 012910			Voucher Totals	154.00
Voucher No. 02-5160 Vendor KOLA KY OCCUPATIONAL LICENSE ASSOCIATION Voucher Date 08/24/2010						
02-0124	01-5047-669-	TAX ADMINISTRATOR REGIS,CONF&TRAINING		173669	KOLA SEMINAR REGISTRATION JENNY SCHLUETER	150.00
		Printed On Check 012911			Voucher Totals	150.00
Voucher No. 02-5161 Vendor PAULDEMAN PAUL DEDMAN Voucher Date 08/24/2010						
02-0124	01-5080-310-	COURTHOUSE RENOVATIONS		173670	COUNTY CLERK OFFICE RENOVATIONS	445.00
		Printed On Check 012912			Voucher Totals	445.00
Voucher No. 02-5162 Vendor ASKINS GARY ASKINS - ASKIN'S ROOFING&PAINTING Voucher Date 08/24/2010						
02-0124	01-5080-310-	COURTHOUSE RENOVATIONS		173679	CO CLERK RENOVATIONS PAINTING, REGUE PAPER, CAULI	1,950.00
		Printed On Check 012913			Voucher Totals	1,950.00
Voucher No. 02-5163 Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY Voucher Date 08/24/2010						
02-0124	01-5070-578-	P & Z UTILITIES		421485	AUGUST PLANNING & ZONING UTILITIES	100.00
02-0124	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES		421485	AUGUST COMMUNITY DEVELOPMENT OFFICE EXPENSES	161.31
		Printed On Check 012914			Voucher Totals	261.31
Voucher No. 02-5164 Vendor CMW INC CMW INC. Voucher Date 08/24/2010						
02-0124	01-5080-310-	COURTHOUSE RENOVATIONS	0010591	173658	ARCH,MECH,ELEC MODIFICATIONS TO EXISTING CTHOUSE	6,317.92
		Printed On Check 012915			Voucher Totals	6,317.92

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Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 08/24/2010 To: 08/24/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5165 Vendor ALLIED ALLIED COMMUNICATIONS INC. Voucher Date 08/24/2010						
02-0124	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	31739	421481	RECONNECTED SMOKE DETECTOR COURTHOUSE	470.00
		Printed On Check 012916			Voucher Totals	470.00
Voucher No. 02-5166 Vendor KEATON REA KEATON REAL ESTATE SERVICES, LLC Voucher Date 08/24/2010						
02-0124	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		173657	APPRAISAL VEGA PROPERTY	1,250.00
		Printed On Check 012917			Voucher Totals	1,250.00
Voucher No. 02-5167 Vendor GARYMAXWEL GARY MAXWELL Voucher Date 08/24/2010						
02-0124	01-5205-573-	ANIMAL SHELTER TELEPHONE		610821	AUGUST CELL PHONE REMBURSEMENT	48.00
02-0124	01-5205-592-	MAINTENANCE & REPAIR VEHICLE A.C.		610822	CAR WASH/VACCUM	2.00
		Printed On Check 012918			Voucher Totals	50.00
Voucher No. 02-5168 Vendor NORTON TIM NORTON AUTO SERVICE L.L.C. Voucher Date 08/24/2010						
02-0124	01-5210-592-	MAINTENANCE & REPAIR -TRUCK SOLID WAST 20708		274224	SOLID WASTE TRUCK REPAIR	213.00
		Printed On Check 012919			Voucher Totals	213.00
Voucher No. 02-5169 Vendor RECREATION COMMUNITY RECREATION COMMISSION Voucher Date 08/24/2010						
02-0124	01-5405-107-	RECREATION - SUPER / DIRECTOR		173656	JULY 1/2 SALARY RECREATION DIRECTOR	1,822.08
		Printed On Check 012920			Voucher Totals	1,822.08
Voucher No. 02-5170 Vendor PATRICKJOH PATRICK JOHNSON Voucher Date 08/24/2010						
02-0124	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		173681	TRAIL CONSTRUCTION 10 HRS @ \$10 HR	100.00
		Printed On Check 012921			Voucher Totals	100.00
Voucher No. 02-5171 Vendor SEAN MADER SEAN MADER Voucher Date 08/24/2010						
02-0124	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		173680	TRAIL CONSTRUCTION LABOR 28 HRS @ \$10 HR	280.00
		Printed On Check 012922			Voucher Totals	280.00
Voucher No. 02-5172 Vendor BANKOFNEW THE BANK OF NEW YORK TRUST CO., NA Voucher Date 08/24/2010						
02-0124	01-7700-606-	INTEREST ON LEASE - COLT	161	173671	WATER DISTRICT LEASE PAYMENT #161 INTEREST	281.64
		Printed On Check 012923			Voucher Totals	281.64
Voucher No. 02-5173 Vendor ACTIONSEWE ACTION SEWER SERVICE Voucher Date 08/24/2010						
02-0124	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS		173673	UNCLOG MAIN SEWER LINE JUSTICE CTR	225.00
		Printed On Check 012924			Voucher Totals	225.00
Voucher No. 02-5174 Vendor KACO INS KACO INSURANCE AGENCY Voucher Date 08/24/2010						
02-0124	01-9100-531-	BOND PREMIUMS	B12025	173661	ANNUAL BOND RENEWAL CO TREASURER	2,560.27
		Printed On Check 012925			Voucher Totals	2,560.27
20 Vouchers Printed Totalling						17,422.44

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Pendleton County Fiscal Court
Voucher Claims Register

Road Fund
From: 08/24/2010 To: 08/24/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor MAGO MAGO CONSTRUCTION CO, INC Voucher Date 08/24/2010						
02-0224	02-6105-405-	ASPHALT	050032	787294	ASPHALT PORTLAND GREENWOOD	17,850.42
02-0224	02-6105-405-	ASPHALT	050032	787298	ASPHALT CAMPBELL ROAD	18,276.35
02-0224	02-6105-405-	ASPHALT	050032	787295	ASPHALT GOSNEY, CAMPBELL	9,046.42
02-0224	02-6105-405-	ASPHALT	050032	787288	ASPHALT NEW ZION ROAD	11,707.46
02-0224	02-6105-405-	ASPHALT	049931	787274	ASPHALT RIVER ROAD, HOG BACK	10,704.30
02-0224	02-6105-405-	ASPHALT	049931	787275	ASPHALT BISHOP RIDGE	11,456.98
02-0224	02-6105-405-	ASPHALT	049931	787276	ASPHALT BISHOP RIDGE	6,443.66
02-0224	02-6105-405-	ASPHALT	049931	787287	ASPHALT NEW ZION ROAD	4,388.96
02-0224	02-6105-447-	ROAD MATERIALS	049931	787285	ASPHALT BISHOP RIDGE ROAD	3,144.02
Printed On Check 008344 Voucher Totals						93,018.60
Vendor KAVANAUG T KAVANAUGH TRUCKING Voucher Date 08/24/2010						
02-0224	02-6105-447-	ROAD MATERIALS	504	421495	ROAD MATERIAL DELIVERY TO MT ZION ROAD	400.00
Printed On Check 005345 Voucher Totals						400.00
Vendor LATONIA LATONIA BLACKTOP SERVICE, LLC Voucher Date 08/24/2010						
02-0224	02-6105-447-	ROAD MATERIALS		173687	BLACKTOP PAVING ON MARQUETT ROAD	2,600.00
Printed On Check 005346 Voucher Totals						2,600.00
Vendor PEOPLESTRU PEOPLES TRUCKING Voucher Date 08/24/2010						
02-0224	02-6105-447-	ROAD MATERIALS	939466	421476	BLACKTOP HAULED TO NEW ZION RD, BISHOP RG, 14 HR	1,190.00
Printed On Check 005347 Voucher Totals						1,190.00
Vendor HALL SIGNS HALL SIGNS INC. Voucher Date 08/24/2010						
02-0224	02-6105-447-	ROAD MATERIALS	259137	421347	ROAD SIGNS	722.12
Printed On Check 005348 Voucher Totals						722.12
5 Vouchers Printed Totalling						97,930.72

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Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund
From: 08/24/2010 To: 08/24/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor JUVENILES KENTUCKY STATE TREASURER Voucher Date 08/24/2010						
02-0324	03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIE		421488	JUVENILE HOUSING MARCH 2010	94.00
Printed On Check 005135 Voucher Totals						94.00
1 Vouchers Printed Totalling						94.00

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Pendleton County Fiscal Court
Voucher Claims Register

L.G.E.A. Fund
From: 08/24/2010 To: 08/24/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5182		Vendor MARATHON	MARATHON ASHLAND PETROLEUM LLC		Voucher Date 08/24/2010	
02-0424	04-8105-447-	ROAD & BRIDGE MATERIALS	722806	787288	5000 GALLON RS2	11,212.53
		Printed On Check 001439			Voucher Totals	11,212.53
1 Vouchers Printed Totalling						11,212.53

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Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 08/24/2010 To: 08/24/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5185		Vendor MODERN LEA	MODERN LEASING		Voucher Date 08/24/2010	
02-7524	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	6730640572	173880	COPIER LEASE EOC	298.00
		Printed On Check 002055			Voucher Totals	298.00
1 Vouchers Printed Totalling						298.00

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Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 08/24/2010 To: 08/24/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5183		Vendor JOHN DSUBA	JOHN DSUBAN SPRING SERVICE INC.		Voucher Date 08/24/2010	
02-0924	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	0068684-IN	121301	2901 REPAIRS	3,533.91
Printed On Check 001571						Voucher Totals 3,533.91
Voucher No. 02-5184		Vendor MIKE CASTR	MIKE CASTRUCCI FORD-LINCOLN MERCURY ALEX		Voucher Date 08/24/2010	
02-0924	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	CS66838	421473	COMPRESSOR FOR 03 FORD AMBULANCE	1,244.76
Printed On Check 001572						Voucher Totals 1,244.76
						2 Vouchers Printed Totalling 4,778.67

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In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned, to meet again in regular session on September 14th, 2010, subject to any called meetings, motion carried.

ATTEST:

Henry W. Bertram

Pendleton County Fiscal Court Clerk